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## The Solicitors' Journal and Weekly Reporter.

LONDON, SEPTEMBER 11, 1909.

\*• The Editor cannot undertake to return rejected contributions, and  
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All letters intended for publication must be authenticated by the name  
of the writer.

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## Current Topics.

### The Printed Statutes.

UP TO Wednesday last the only statutes of the present session  
which were to be obtained in print were Caps. 1 to 6, consisting  
of the Consolidated Funds Acts, the Army Annual Act, the  
Indian Councils Act, the Appropriation Act, and the Public  
Works Loans Act. If other Acts have been passed, they are  
apparently not yet in type. The evil of this is that when the  
Finance Bill becomes law (if it does pass into law) its issue may  
be retarded by the printing of Acts prior in date, and the pro-  
fession may have to begin the new legal year without having  
before them the text of this most important measure. Apart  
from the delay occasioned by the above-mentioned cause, the  
process of printing long Acts of Parliament is somewhat slow.  
It will be remembered that the Companies (Consolidation) Act  
of last session, although passed on the 21st of December, 1908,  
was not issued until the middle of January, 1909, and in the  
meantime the profession were kept in doubt as to the date of  
its commencement.

### Conveyances to Corporations.

How is it that people still persist in conveying real estate  
unto and to the use of a corporation "in fee simple"? One  
would think that sufficient time had elapsed to enable it to be  
generally known that section 51 of the Conveyancing Act, 1881,  
does not apply to a conveyance to an incorporated body, and  
that the use of the statutory words, in lieu of the words "their  
successors and assigns," leaves the conveyance without any words  
of limitation. At common law, in the case of a corporation sole,  
the word "successors" is necessary for the limitation of a fee  
simple, and if it is not used, only an estate for the life of the exist-  
ing incumbent passes (Co. Litt. 94b). But as a corporation aggre-  
gate never dies, no such result follows from the absence of words  
of limitation in a conveyance to them; as COKE says, "they have  
a fee simple without this word 'successors,' for that the body  
never dies" (Co. Litt. 9b, 94b). Hence, though the use of the  
words "in fee simple" in a conveyance to a corporation aggre-  
gate is inaccurate, it is not disastrous; but, all the same, the  
proper limitation is to the corporation aggregate "its successors  
and assigns." We remember, however, to have seen the word  
"successors" struck out in a draft, on the ground, alleged in a  
marginal note, that "a limited company can have no successors."  
This must surely have been the work of the ingenious article  
clerk to whom we owe so many innovations on established  
practice. This brings us to another vagary, which we rather  
think is increasing, namely, a limitation to the use of a corpora-  
tion aggregate "and its assigns." These words, though harm-

less, were never necessary even in a limitation to an individual (Challis on Real Property, p. 170).

#### Aerial Navigation and International Law.

IN AN article in the *Times* of the 3rd inst. various questions are raised as to the rules which are likely to govern the aerial navigation of the future. Unfortunately all discussion of the subject seems to assume that the chief use of airships, if they ever become practicable, is for purposes of war. The writer in the *Times* recalls that, as far back as 1670, an Italian had devised a scheme for an airship, but deprecated the practical use of such machines on the ground of the mischief which they might do. The Hague Conference, he also points out, has twice passed resolutions against the discharge of projectiles and explosives from balloons or by other new methods of a similar nature, though he thinks these would be ineffective. It would, however, be well if Great Britain was to take the initiative in obtaining a general agreement against the use of the new invention for any warlike purposes whatever. Failing this, it is possible that questions of international law will arise, and in particular as to the right of belligerent airships to navigate over, and descend upon, neutral territory. As to navigation at a great height above the ground, the obvious difficulty in formulating rules is that it would be impossible to enforce them. The difficulty of enforcement is, says the writer in the *Times*, a consideration which will be decisive as to many of the rules of the future. But the chance of involuntary descent is one which will always harass the operations of airships, and it may be assumed that a descent in neutral territory would lead to the airship being detained for the rest of the hostilities. It is obvious that it cannot take asylum without submitting to this fate. Referring to the speculations of the article generally, the *Times* writer says that "enough has been said to shew that we are at the opening of a new chapter in international law; enough also to shew that without effective co-operation between Governments, confusion and disorder must follow the free use of aviation." But it does not occur to him to add that this "effective co-operation" could forbid the use of airships for warlike purposes.

#### What is a "Common Form" Clause?

WHATEVER may be meant by a "common form" clause in a book of conveyancing precedents, it has recently been laid down in the Court of Appeal that a clause is not necessarily "common form" merely because it has existed in well-known precedent books for the last thirty or forty years: see *Re Sykes* (1909, 2 Ch. 241). In Davidson's Precedents and in Key and Elphinstone's Precedents a clause is printed for the use of settlors and testators to the following effect: "I declare that my trustees may exercise, or concur in exercising, all powers and discretions hereby or by law given to them notwithstanding that they or any of them may have a direct or other personal interest in the mode or result of exercising such power or discretion." In the present case this clause (in the above words) formed part of a testator's will, and it was sought to cut down the affect of the express declaration contained in it on the ground that it was merely a "common form" clause and should not be construed so as to protect the trustees who relied on it. Shortly, the question was whether the trustees were entitled to retain certain profits made by them in supplying wines and spirits to the business of the testator, which was being carried on by them under the trusts of the will. The Court of Appeal held that the clause aptly applied to the existing circumstances, and that the trustees were entitled to retain the profits made by them. The Master of the Rolls thought the clause was "most inaccurately called a common form clause, and should rather be called an extremely special and unusual clause, which never ought to be inserted in a will or other document by any draftsman without express directions from the testator." FARWELL, L.J., said that "ingenious and industrious conveyancers like the late Mr. DAVIDSON and Sir HOWARD ELPHINSTONE, in the course of long and useful lives, meet with all sorts of difficulties created by conflicting decisions and invent forms to meet the several difficulties as they arise . . . But the fact that a form is found in a precedent

book, possibly framed to meet a recent decision, does not make it common form."

#### The Statistics as to Imprisonment for Debt.

WE REFERRED last week to the recently issued county court statistics for 1908, including statistics as to the result of proceedings to enforce judgments. In view of the prevailing uncertainty as to the expediency of retaining imprisonment for debt, it is not unimportant to notice the apparent discrepancies in the extent to which warrants for arrest are issued in different towns. To attempt an exhaustive comparison would involve considerable labour and space, and the tables should for this purpose be supplemented by a column shewing the population of the respective towns. But it is easy to pick out some of the salient figures. Thus Circuit 1, including several large towns, such as Gatehead, Blyth, Newcastle, and North Shields, shews 319 warrants issued, on which thirty-six debtors were imprisoned; on Circuit 2, including South Shields, Durham, and Sunderland, the figures are 218 and 15. But Circuit 5, with Bolton, Bury, Oldham, Rochdale, and Wigan, shews 6,114 warrants and 89 imprisonments. This does not seem to be altogether accounted for by difference of population. Again, to take a group of single large towns, Liverpool shews 520 warrants, Manchester 1,589, Bradford 2,384, Dewsbury 2,023, Leeds 6,184, Middlesbrough 3,350, Hull 835, Grimsby 3,037, Nottingham 4,320, Derby 2,714, Leicester 2,579, Birmingham 3,134, Portsmouth 542, Bristol 3,903 and Plymouth 639. Here, too, the figures do not vary in accordance with population. Why is the figure for Leeds so far in excess of any others? Why do Liverpool, Hull, Portsmouth and Plymouth shew so favourably? And if Manchester compares badly with Liverpool, why does it compare so well with Middlesbrough, Nottingham, Derby, Leicester and Birmingham? Again, why does Hull compare so favourably with the rival port of Grimsby? We have omitted so far to introduce figures from the Metropolitan courts. These include Southwark with 1,164 warrants of arrest, Clerkenwell with 935, Westminster with 843, Bow with 421, and others with smaller figures. It might have been thought that poverty pressed more hardly in the Metropolis than in the manufacturing towns of the North and the Midlands, but, at any rate, warrants of arrest are not so much in use. We have, of course, referred to no particular judges, and in general we are writing without knowledge of many of the judges in the towns referred to. Moreover, on the same county court circuit there may be striking variations, so that the discrepancies cannot be assigned to the special views of judges as to imprisonment. Thus on Circuit 6, while Liverpool, as already stated, shews 520 warrants, St. Helens shews 1,797. These figures seem to deserve further examination, and the recent inquiry as to imprisonment for debt might well have included a consideration of the varying operation of the system in different parts of the country.

#### The Yorkshire Registries Acts.

WE HAVE more than once drawn attention to the paucity of cases decided under the Yorkshire Registries Acts, and have endeavoured to elucidate some of the provisions of these Acts by reference to analogous Colonial statutes and decisions on them: see 52 SOLICITORS' JOURNAL, 168, 189, 331. A direct decision on the meaning of section 14 of the Yorkshire Registries Act, 1884, is therefore welcome, and such a case is *Jones v. Barker* (1909, 1 Ch. 321), decided by WARRINGTON, J. The relevant facts were that the owner of property in Yorkshire, already in mortgage, gave a charge to one of the defendants dated the 16th of July, 1906, and registered the 5th of October, 1907, and then executed in favour of the plaintiff, as trustee, a deed of assignment for the benefit of his creditors dated the 30th of August, 1907, and registered the 11th of September, 1907. The question to be decided was, whether the deed of assignment for creditors took priority by reason of its prior registration, as against the charge previously executed but registered later. The charge was a charge on all the securities then lodged at a named bank, and was therefore confined to certain specific property. The deed of assignment conveyed "all the real and personal estate and effects whatsoever and wheresoever of or belonging or due or owing to the debtor (except property of lease-



hold tenure and such property as would be excepted in the case of bankruptcy." Section 14 of the Yorkshire Registries Act, 1884, provides that registrable assurances for value are to have priority according to date of registration, and not according to date of execution. The argument for the plaintiff and the deed of assignment was that the deed was given for valuable consideration, and conveyed all the real and personal estate of the debtor as though the debtor's property had been specifically described in it; it therefore displaced the earlier unregistered charge, and so had priority over this charge. No cases were cited, except on the question of the deed being for valuable consideration. Without calling on the defendants' counsel, WARRINGTON, J., held that the defendants' charge was entitled to priority, on the ground, in effect, that there was no conflict between the two instruments.

#### Priorities Between a General and a Specific Conveyance.

THE ACTUAL ground taken in the judgment was that the whole question was one of the construction of the deed of assignment. "To say that it included something, namely, the value of the mortgagee's security, which would not pass to the trustee in bankruptcy at all, would be to give it an effect which neither of the parties to it possibly intended to give it. . . . This deed only purported to convey such interest as the debtor had, which was the interest subject to the mortgages." As the defendants had not been called upon to support their position, no cases were cited in the judgment. The nearest analogous case seems to be a decision of CHITTY, J., in 1883—*Punchard v. Tomkins* (31 W. R. 286). That was a case under the Middlesex Registry Act, and the question was whether a deed registered before, but executed after another deed, was entitled to priority by virtue of the earlier registration. The later (but first registered) deed was a general charge by a married woman on her "separate estate," she having by the previous deed already charged certain specific property. CHITTY, J., held that the first thing to be considered was the true construction of the deed apart from the Registry Act, and that the deed, "which contains no restriction as regards any specific property, which does not mention any specific property whatever," was merely such a charge as could honestly be made at the time of its execution—i.e. it was to be taken as subject to the previous unregistered deed. Registration, therefore, in this case conferred no priority. It will be noticed that this principle or method of determining priorities between a general and a specific conveyance, by first ascertaining what the general conveyance is intended to convey, does not in any way prevent a duly registered deed having priority, notwithstanding that the parcels are described in the most general manner. A conveyance of "all my estate" may sometimes include a piece of land already conveyed, as in *Barton v. Vanheythuyzen* (11 Hare 126)—a case of avoiding a voluntary settlement. There seems to be no case under the Yorkshire or Middlesex Acts available as an apt illustration of a general conveyance thus getting priority over a specific conveyance by virtue of prior registration. But an Australian case affords an excellent illustration. In *Boyce v. Beckman* (11 N. S. W. R. 139) a conveyance of "all or any other lots forming a portion of the said grant" took priority, by prior registration, over a specific conveyance of one other "lot" forming a part of the "grant."

#### The High-minded Litigant.

WE ALL know that a man may act with moral unfairness and still have the law on his side. In these cases the courts are often quite powerless to prevent the triumph of the undeserving, but it is satisfactory to know that they neither countenance nor approve such unscrupulous conduct. They may judicially be constrained to allow an ordinary litigant to do a shabby thing, but they will not allow their own officers to do so. An officer of the court must do what any high-minded man would do, and he will be ordered to do what the court considers to be morally right and honest, even when no claim can be sustained against him at law or in equity. It would, as FARWELL, L.J., said in *Re Tyler* (1907, 1 K. B. 865), be insufferable for the court to have it said of it that it had been guilty of a dirty trick. At the same time it is obvious that the principle opens the door dangerously wide when it allows the court or its officer to order money to be repaid in a case where

there is no legal right of recovery. It goes without saying, therefore, that the principle has to be applied with caution and within somewhat narrow limits. Those limits have been recently recognized in *Tapster v. Ward* (reported *ante*, p. 503). There a man effected a policy on his life and shortly afterwards became bankrupt. He continued to pay the premiums for many years until his death, when his legal personal representatives claimed the policy moneys as against the trustee in bankruptcy. The representatives claimed the money on the ground of natural justice and that the trustee ought to do what a high-minded man would do. But the court declined to look at the matter in that light, and held that the representatives had no right to any part of the policy moneys. The decision is manifestly correct, for it is in accord with the good old rule that a man must be just before he is generous, and no one has a right to be high-minded at the expense of another man's creditors.

#### Trial by Public Meeting.

THE REPORT of the Departmental Committee of the Home Office, appointed to report as to the transaction of the Quarter Sessions business of the County of London, reveals a somewhat remarkable state of affairs. There are between 500 and 600 justices in the County of London, and, especially on the hearing of appeals connected with the Licensing Acts, the attendance is large: on a recent occasion more than sixty justices are stated to have been present, occupying the jury box and other places of vantage in the court. This gives rise to confusion and delay, but there appears to be a worse evil. Mr. WALLACE, the chairman, informed the committee that, to his knowledge, the practice of circulating "whips" among the justices existed, and that such "whips" were not sent indiscriminately to all the justices, but only to those whose opinions were thought to coincide with those of the sender. Mr. LOVELAND LOVELAND, the deputy chairman, also intimated that this practice had existed for a considerable number of years. The committee remark that such practices are strongly to be deprecated, as they give rise to the obvious suggestion that the administration of justice may be affected, and that the decision has not been given on a simple consideration of the evidence before the court; and they come to the conclusion that the trial of cases and the hearing of appeals cannot be expeditiously and satisfactorily carried on if a large number of justices take part in the proceedings; that it is desirable to limit the number of justices taking part in the proceedings at quarter sessions, and that this can best be done by the establishment of a rota consisting of a limited number of magistrates selected from the petty sessional divisions of the county; and lastly, that it would be of advantage to form a third court for the hearing of appeals in civil matters.

#### The Newcastle Meeting of the Law Society.

THE NEWCASTLE Law Society have issued a very attractive programme—for the first time, we believe, in the history of these meetings, illustrated. The excursions to the Roman Wall and Durham are both of much interest, but we should recommend the former for preference. Nothing can be more romantic than the Roman station at Borecovicus perched high up in the midst of wild basaltic hills, with the corner-stones at the entrances to the fort as clearly and sharply cut as on the day when they were erected, but the ground lintels at these entrances worn into ruts by chariot wheels. Anyone interested in Roman remains will do well to stay at Hexham and inspect the town of Corstopitum recently unearthed by Professor HAVERFIELD. There is also a delightful, but somewhat lengthy, drive from Hexham over the moors to the strange village and former monastery of Blancheland. Here the ancient houses are built close together round a large square, with two entrances only; no doubt in order to afford protection in case of visits by Scotch marauders. Visitors should be warned, however, that the picturesque old inn has limited resources in the shape of food, and that warning by telegram is necessary in order to obtain a substantial lunch.

#### Inheritance in Trees.

TREES ARE not often the subject of an assurance apart from the land on which they are growing, unless sold as chattels, but

it is said in *Liford's case* (11 Co. Rep. 49a) that "a man may have an inheritance in fee simple in lands, as long as such a tree shall grow, because a man may have an inheritance in the tree itself." Modern instances of an instrument which might confer an estate of "inheritance in the tree itself" are not common. One may be found in a recent volume of the reports of the Supreme Court of Canada: *Beatty v. Mathewson* (40 Can. S. C. R. 557). In that case certain growing timber had been granted to a purchaser "his heirs and assigns for ever," with a right to enter and remove the same during — years. The court of five judges was divided as to the construction of this document. Three judges thought that a fee simple in the trees did not vest in the purchaser, but merely a right to enter on the land and cut and remove the timber; the minority of two thought that a fee simple in the trees themselves passed.

## The *Lex Situs* as Applicable to Personal Property.

SOME rules and maxims are usually referred to merely for the purpose of stating exceptions to them. The maxim *mobilia sequuntur personam* is one of these. It was laid down by Lord LOUGHBOROUGH in *Sill v. Worswick* (1791, 1 H. Bl., at p. 690) that "It is a clear proposition, not only of the law of England, but of every country in the world, where law has the semblance of science, that personal property has no locality. The meaning of that is, not that personal property has no visible locality, but that it is subject to that law which governs the person of the owner. With respect to the disposition of it, with respect to the transmission of it, either by succession or the act of the party, it follows the law of the person. The owner in any country may dispose of his personal property. If he dies, it is not the law of the country in which the property is, but the law of the country of which he was a subject, that will regulate the succession." The exceptions to this general rule are so numerous that it hardly now deserves to be called a rule, but should rather be classed as an exception (whenever it comes into operation) to the rule that has so largely taken its place—the rule that the *lex situs* applies to personal property as well as to interests in land. This latter rule has during the last few years made great advances as a substantive rule of English law, while the rule as to the *lex domicilii* governing personal property has in a like degree receded in favour of its rival.

Whilst, where there is a conflict as to which law shall govern, it is principally in the case of "individual," as distinguished from "universal," assignments that the *lex situs* is being applied at the expense of the *lex domicilii*, the *lex situs* has not been without a victory even in the field of "universal" assignments. One instance of this is the case of *Re Barnett's Trusts* (1902, 1 Ch. 847). An Austrian died in Vienna entitled to a fund in court in England, and, being a bastard, intestate, and without heirs, by Austrian law (the *lex domicilii*) the property would have belonged to the Austrian government. The Crown in England claimed the fund as *bona vacantia*, and it was held that the maxim *mobilia sequuntur personam* did not apply, but that the law applicable was English law—the *lex situs*, and the English Crown was held entitled.

Apart from the devolution of personalty by succession on death, bankruptcy, &c., and with reference only to "particular" assignments such as sales and mortgages, the whole class of incorporeal personal property, including *choses in action*, patent rights, &c., seems in general to be governed, in case of conflict of law, by the *lex situs*, and not the *lex domicilii*. In *Re Maudslay, Sons, & Field* (1900, 1 Ch. 602) a debt from a French firm was due to an English company. This debt was claimed by the English debenture-holders of the company, but other creditors having taken proceedings in France for the purpose of attaching the debt, it was held that French law—the *lex situs* which only recognized the attachment—must prevail, and not the *lex domicilii* of the debenture-holders in England. The debt due by the French firm was here treated as situate in France, and for practical purposes there is no difficulty in regarding any *choses in action* such as a debt as having a locality for the purpose of subjecting it to a *lex situs*. With re-

spect to patents, it has been decided by the Court of Appeal that, for the purposes of the Stamp Act, 1891, a patent is not "property locally situate" in the country where the patent rights exist: *Smelting Co. of Australasia v. Commissioners of Inland Revenue* (1897 1 Q. B. 175). This decision, however, had nothing to do with any conflict of law, and turned entirely on the strict construction of section 59, sub-section 1, of the Stamp Act, 1891, which exempts from duty agreements made for sale of (*inter alia*) "property locally situate out of the United Kingdom," the property in question being rights under a New South Wales patent. There seems to be no English reported case on the question of a patent having a locality such as is attributed to *choses in action*, but this point has been the subject of a decision of the High Court of Australia, in which *Smelting Co. of Australasia v. Commissioners of Inland Revenue* was not regarded as having enunciated any general principle with respect to a patent's local situation. This case (*Potter v. Broken Hill Proprietary Co.*, 3 Com. L. R. 479) was itself decided entirely on first principles, and should commend itself to the English courts. The principal question was concerned with the validity of a New South Wales patent. An action to recover damages for the infringement of the plaintiff's rights was brought in the State of Victoria against the patentees, a company incorporated and registered in Victoria, but owning property in the State of New South Wales, under the law of which latter State the patent was granted. It was decided that the action would not lie in the Victorian courts, and that the validity of the patent grant could not be examined in any but New South Wales courts. The right analogy was held to be that of title to foreign land. "It is settled law that an English court cannot entertain a suit in which the question of title to foreign land is directly in controversy," and *British South Africa Company v. Companhia de Moçambique* (1893, A. C. 602) was cited. It was further held that patent rights are to be regarded as situate in the territory of the country by whose government the rights are granted, precisely as land or immovable property is situate, and that patent rights, as much as land, are governed by the *lex situs*. This rule of the *lex situs*, and not the *lex domicilii*, being applicable to transactions with incorporeal personal property, does not, of course, prevent proceedings being taken in a foreign forum where all the parties are domiciled or resident, in which case the personal rights of the litigants may be governed by *lex fori*: see *Colonial Bank v. Cady* (15 A. C. 267).

Personal property, both corporeal and incorporeal, is as strictly governed by the provisions of the *lex situs* as land is, where the property is the subject of a judgment *in rem* pronounced by the courts of the territory constituting the *situs*. This is illustrated by the case of an English ship being in German waters and being the subject of a judgment *in rem* of the German courts: see *Minna Craig Steamship Co. v. Chartered Mercantile Bank of India* (1897, 1 Q. B. 460).

"Individual" assignments—i.e., sales, mortgages, &c.—of every kind of personal property, corporeal or incorporeal, must, in order to secure complete validity, comply with the provisions of the *lex situs*, and this *lex situs* may even comprise statutory enactments relating to "universal" assignments. The necessity for a transfer of ordinary personal property being made according to the *lex situs* has been stated in many cases, in fact, as a rule of as high validity as the original maxim *mobilia sequuntur personam*: see *Alcock v. Smith* (1892, 1 Ch., at p. 267), *Re Queensland Mercantile and Agency Co.* (1891, 1 Ch., at p. 545). Even in *Smelting Co. of Australasia v. Commissioners of Inland Revenue* (*supra*) it was admitted by RIGBY, L.J. (p. 183), that an assignment of the patent rights made in England "might become null and void, if not 'afterwards registered in New South Wales.'" With respect to "universal" assignments being governed expressly by statutes which operate in derogation of any *lex domicilii*, it has often been laid down in the courts that the legislature has complete control territorially over property within the ambit of its powers, as in the case of bankruptcy legislation: see *Cooke v. Charles A. Vogeler Co.* (1901, A. C. 102). Occasionally the question arises whether some particular statute has sufficiently expressed an intention to include the property of persons of foreign domicil. This happened in *Dulaney v. Merry* (1901, 1 K. B. 536), an instance (somewhat rare,

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of an assignment of personal property in England being held good, as being valid under the *lex domicilii* of the owner, though the same assignment would have been, under different circumstances, held bad for want of compliance with the *lex situs*. The assignment was made in the State of Maryland, for the benefit of the creditors of the assignors, who were domiciled in Maryland. Some of the property was in England and the assignment did not comply with the provisions of the Deeds of Arrangement Act, 1887. CHANNELL, J., held, on an interpleader issue, that the Act of 1887 did not apply to a foreigner assigning property abroad and in England. The assignment being valid by the law of Maryland, and there being no statute in England invalidating it, the transaction was held good in England as against execution creditors.

The case just referred to was, of course, what would be called a "universal" assignment, as being an assignment of the whole of the debtor's property. With respect to the assignment of moveables being valid when made in accordance with the law of the owner's domicile, Mr. DICEY observes (Conflict of Laws, 2nd ed., p. 526) that "No reported cases can (it is believed) be cited as absolutely supporting this rule in reference to individual assignments."

## Reviews.

### The Law of Contract.

A TREATISE ON THE LAW OF CONTRACTS. By JOSEPH CHITTY, JUN. FIFTEENTH EDITION. By WYATT PAINE, Barrister-at-Law. Sweet & Maxwell (Limited).

Chitty on Contracts still holds its own as a sort of link between the treatise that deals only with the principles of the law relating to contracts and the several special treatises that each cover a limited field but deal exhaustively with that field. The present edition is intended to be a companion volume to the latest edition of Clerk and Lindsell on Torts, also edited by Mr. Wyatt Paine. There are one or two points in the mechanical apparatus of the book which deserve notice as not being in general use. There is no one complete table of contents, and although each chapter has its subsidiary contents table at its head, the want of one general table prevents a bird's-eye view of the whole being had. The table of statutes is not, as is usually done, arranged with reference to the relative dates of the Acts cited, but according to the alphabetical order of their short titles. This may be found convenient by some readers, but the approximate date of an Act is always known, whilst the first word of its short title may have escaped the memory for the moment. One excellent plan has been adopted in the case of Chapters XI. to XX. (dealing with the various subject-matter of contracts). At the head of each chapter is given a list of the best-known text-books on the subject-matter of that particular chapter, with the date of the latest edition of each. This is likely to prove a real boon to students and young practitioners. One criticism of a general kind seems called for. The whole subject of contracts would appear to the learner to be less difficult and involved if the difference could be more clearly brought out between contracts proper, that are merely agreements to do a thing, and contracts that operate as assurances. The question of the effect of the Factors Act, 1889, in enabling an agent to confer a better title to goods than he has himself would be much more conveniently and intelligibly dealt with in this way than by treating it as merely a case of a particular kind of contract. Most recent decisions of the courts seem to have found a place in the book, but there is one case decided by the Privy Council which has been omitted. *Harvey v. Facey* (1893, A. C. 552) affords an excellent illustration of an attempted contract by telegram just falling short of validity. Occasionally American cases are cited, but we have not noticed a single Colonial case. The Colonial reports do, as a matter of fact, contain some instructive decisions on contracts by cablegram, and as to the result of the time at one end of the cable being 12 hours in advance of the time at the other end. A book with the wide scope of the present volume would gain immensely by a careful use of Canadian and Australian cases on contract. We commend this suggestion to the editor for the enrichment of the next edition.

### Books of the Week.

Encyclopædia of the Laws of England: with Forms and Precedents. By the Most Eminent Legal Authorities. Vol. XV.: Table of Cases, Index to Forms and Precedents, Addenda and Corrigenda; along with

a Complete Index of Matters Contained in the Entire Work. By WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

The English Reports. Vol. XC VII.: King's Bench Division XXVI., containing Wilmot, Burrow, Vols. 1, 2 and 3. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Rogerson Elections. Vol. I.: Registration, Parliamentary, Municipal and Local Government, including the Practice in Registration Appeals, with Appendices of Statutes, Orders in Council, and Forms, Seventeenth Edition. By MAURICE POWELL, M.A., Barrister-at-Law. Stevens & Sons (Limited).

Income Tax; its Return, Assessment and Recovery. By T. HAILLET FRY, Barrister-at-Law. Effingham Wilson; Stevens & Sons (Limited).

Equity; also the Forms of Action at Common Law. Two Courses of Lectures. By F. W. MAITLAND, LL.D., D.C.L. Edited by A. H. CHAYTOR, M.A., LL.B., and W. J. WHITTAKER, M.A., LL.B., Barristers-at-Law. Cambridge: At the University Press.

The Student's Practice of the Courts: Being a Practical Exposition of the Proceedings in the Supreme Court of Judicature in England, including Appeals in the House of Lords. Intended Specially for Candidates at the Final and Honours Exams. of the Law Society. Ninth Edition. By the Authors [Messrs. Gibson and Weldon] and ROBERT LEE MOSSE, Solicitor, Honours 1899. The "Law Notes" Publishing Offices.

The Student's Guide to the Principles of the Common Law. Sixth Edition. By CHARLES THWAITES, Solicitor. Geo. Barber, Furnival Press.

American Law Review, July-August, 1909. Editor: CHARLES E. GRINNELL. Reeves & Turner.

Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, January 15th to July 30th, 1909. Edited by HERMAN COHEN, Barrister-at-Law. Vol. II., Parts 18 and 19. Stevens & Haynes.

## Correspondence.

### Enlargement of Long Terms.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to the doubt raised in Hood and Challis on the Conveyancing, &c., Acts (7th ed., p. 161), as to the validity of a declaration enlarging a long term if contained in the deed assigning the term to the purchaser, I would suggest that they are mistaken.

The Act provides (section 65, sub-section 1), that in certain cases a long term may be enlarged; sub-section 2, that (amongst others) any person beneficially entitled in right of the term to possession of the land shall have power by deed to declare that [not "on" but] "from and after" the execution of the deed the term shall be enlarged; and sub-section 3, that thereupon [i.e., from and after the execution of the deed] by virtue of the deed and the Act, the term shall be enlarged, and that the person in whom the term was previously [i.e., previous to the enlargement which had followed after the execution of the deed] vested shall acquire and have the fee simple.

The objection is that the deed of assurance containing the declaration operates *uno flatu*—and this may be so, but the result of this would only be that in one breath it assigned the term to the purchaser and recorded his declaration, not that he had enlarged it, but that it was *after* the execution of the deed to be enlarged—with the result that the moment this *status* was complete, the purchaser at the latest became beneficially entitled to possession (even if, by payment of his purchase-money, he was not so before), and so ready to profit by the subsequent miracle of enlargement flowing from his declaration supplemented by sub-section 3 which was ready to help him. In other words, that the sequence of events is:—

1. A term satisfying certain conditions.
2. A person beneficially entitled to possession of the land under his purchase deed.
3. A declaration of his intention that certain consequences shall follow later
4. The consequential result—i.e., the miracle of enlargement.
5. The acquisition, after such enlargement, by the person in whom the term was, under event number 2, previously to the miracle, vested (i.e., the purchaser), of the fee simple.

As it is probable that many deeds have been drawn containing the assignment and declaration, you may think it worth while to print this suggested construction of the Act which would make them operate according to the intention.

COUNTRY SOLICITOR.

## New Orders, &c.

### The Foreign Jurisdiction Act, 1890.

Order in Council made the 10th day of August, 1909.

Whereas by Treaty, grant, usage, sufferance, and other lawful means, His Majesty the King has jurisdiction within Northern Nigeria.

And whereas by section 5 of the Foreign Jurisdiction Act, 1890, it is provided that it shall be lawful for His Majesty in Council if He thinks fit by Order to direct that all or any of the enactments described in the first schedule to that Act or any enactments for the time being in force amending or substituted for the same, shall extend, with or without any exceptions, adaptations, or modifications in the Order mentioned, to any foreign country in which for the time being His Majesty has jurisdiction, and that thereupon those enactments shall, to the extent of that jurisdiction, operate as if that country were a British possession and as if His Majesty in Council were the Legislature of that possession.

And whereas the Foreign Tribunals Evidence Act, 1856, is an Act described in the first schedule to the said Act.

And whereas the Foreign Tribunals Evidence Act, 1856, was amended by the Extradition Act, 1870, and it is expedient that the Foreign Tribunals Evidence Act as so amended should be extended to Northern Nigeria:

Now, therefore, His Majesty by virtue and in exercise of the powers in this behalf by the Foreign Jurisdiction Act, 1890, or otherwise in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered as follows:—

(1) The Foreign Tribunals Evidence Act, 1856, as amended by the Extradition Act, 1870, shall apply to Northern Nigeria as if it were a British Colony or possession.

(2) The Supreme Court of Northern Nigeria and any Judge thereof shall be the Court and Judges respectively having authority under the said Act.

ALMERIC FITZROY.

## CASES OF LAST SITTINGS.

### High Court—King's Bench Division.

**HARPER & CO. v. VIGERS BROTHERS.** Pickford, J.  
11th and 25th May.

PRINCIPAL AND AGENT—CHARTER-PARTY—PRINCIPAL CONTRACTING AS AGENT—PRINCIPAL'S RIGHT TO SUE.

*A firm of shipbrokers entering into a contract of affreightment with a firm of merchants described the contract in the charter-party as being made "by authority and as agents for the owners." The brokers were not in fact acting for any principals, but contracting for themselves. They afterwards entered into a contract with a firm of shipowners to provide a ship for the carriage of the cargo, in which they described themselves as "agents for the merchants."*

*Held, that the brokers were entitled to sue as principal for the balance of freight under the original charter-party.*

*Schmalz v. Avery (16 Q. B. 665) followed.*

The plaintiffs, who were a firm of shipbrokers, sued the defendants for the balance of money alleged to be due upon a contract in charter-party form. The contract, which was dated the 3rd of February, 1908, was in the following form: "It is this day mutually agreed between H. G. Harper & Co., as agents for the owners of the good steamship to be named later . . . and Messrs. Vigers Brothers, of London, charterers, that the said steamship should carry this cargo and deliver it at London Surrey Commercial Docks at a freight for deals, battens, boards and scantlings of £1 1s. 6d. per standard and slatings £1 5s. per standard . . . the brokerage is five per cent . . . due to H. G. Harper & Co. on the signing hereof . . . (Signed) by authority and as agents for the owners, H. G. Harper & Co." At this time the plaintiffs had no ship to fulfil the terms of the charter, nor had they any agreement or authority from any owners to provide such ship. On the 22nd of May, 1908, the plaintiffs made a contract with a Norwegian shipowner for the charter of a ship called *The Hektos* to fulfil the contract they had made with the defendants, in the following form: "It is mutually agreed between Messrs. Ollgaard & Thorsen, as agents for the owners of the steamship called *The Hektos* . . . and H. G. Harper & Co., of London, as agents for the charterers, that the said steamer shall carry this cargo . . . at a freight of £1 for deals, battens, boards, slatings and scantlings . . . (Signed) H. G. Harper & Co., as agents for the merchants." On the 5th of June the plaintiffs declared *The Hektos* as being the ship which

would fulfil the contract of the 3rd of February. The bills of lading were made out reserving freight as per charter-party of the 22nd of May. When the goods arrived the defendants refused to pay the higher rate of £1 1s. 6d. named in the original charter-party, but admitted liability to the extent of £1 per standard under the bills of lading and the charter-party made between the plaintiffs and the shipowners. The plaintiffs therefore brought an action for the balance. It was contended on behalf of the plaintiffs that they were entitled to sue as principals on the authority of *Schmalz v. Avery (supra)*. It was contended on behalf of the defendants that *Schmalz v. Avery* was distinguishable because the contract in that case was not a brokerage contract and the plaintiff himself shipped the goods. Also that the cases of *Sharman v. Brandt* (L. R. 6 Q. B. 720) and *Fairlie v. Fenton* (L. R. 5 Ex. 169) were contrary to *Schmalz v. Avery*, and shewed that the plaintiffs in this case could not sue. *Cur. adv. vult.*

PICKFORD, J., in the course of his judgment, after reviewing the facts, said the descriptions which the plaintiffs had applied to themselves in the two contracts were entire misrepresentations. The plaintiffs had contracted ostensibly as agents, but were themselves really principals in their contract with the defendants. It was contended on behalf of the plaintiffs that they came within the four corners of *Schmalz v. Avery (supra)*. The facts in the present case were the same, and *Schmalz v. Avery* certainly seemed to decide that in that case the principal could sue upon the contract himself. *Sharman v. Brandt* and *Fairlie v. Fenton* were relied upon by the defendants as shewing that the plaintiffs could not sue. The question he had to decide was whether the present case came within *Schmalz v. Avery* or *Sharman v. Brandt* and *Fairlie v. Fenton*. He did not think these two cases really touched the decision in *Schmalz v. Avery*. It was also contended that the present case was distinguishable because the contract in *Schmalz v. Avery* was not a brokerage contract. He could not see any difference. A broker was only an agent, and although some agents performed peculiar functions different from other agents, a shipbroker was only an agent to make a charter. As to the contention that the plaintiff in *Schmalz v. Avery* was the shipowner, whereas in the present case he was not, he did not think it made any difference whether the plaintiff put in his own ship or a ship he had chartered, and which he therefore had at his disposal *pro hac vice*. He could not see any distinction between the present case and *Schmalz v. Avery*, and therefore the plaintiffs were entitled to recover the money on the authority of that case, but under the circumstances without costs. —COUNSEL, *Banks, K.C., and Roche; Bailhache, K.C., and Maurice Hill.* SOLICITORS, *Botterell & Roche; Trinder, Capron, & Co.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

## Societies.

### Annual Provincial Meeting of the Law Society.

The following programme of the proceedings at this meeting has been issued by the Newcastle-upon-Tyne Incorporated Law Society:—

#### PROGRAMME.

TUESDAY, 28TH SEPTEMBER.—10.30, Assembly Rooms, Westgate-road. Members attending the meeting will be welcomed to the city by the Lord Mayor (Alderman J. J. Forster), after which the President of the Law Society (Mr. W. H. Winterbotham) will deliver an address. This will be followed by the reading and discussion of papers. 1.30, Adjournment for lunch, which will be provided by the Newcastle Law Society in the Assembly Rooms. Tickets must be obtained at the inquiry office, between 10 and 1.30. 2.30, The reading and discussion of papers will be resumed. 4.30, This day's business will end. 7 for 7.15, Members will dine together in the Assembly Rooms, Westgate-road, and not at Armstrong College as stated in the notice of meeting issued by the Law Society. The chair will be taken by Mr. Robert Pybus, the president of the Newcastle Law Society. Dinner tickets, 25s. each, must be obtained from the hon. secretary of the Newcastle Law Society on or before 10th September. Any member who, after taking a dinner ticket, may find that he is unable to attend may have the money returned, provided he gives notice to the hon. secretary on or before 21st September.

WEDNESDAY, 29TH SEPTEMBER.—10, Assembly Rooms, Westgate-road. Meeting of the Solicitors' Benevolent Association. 11, The reading and discussion of papers will be continued. 1.30, Adjournment for lunch, which will be provided by the Newcastle Law Society in the Assembly Rooms. Tickets must be obtained at the inquiry office between 10 and 1.30. 2.30, The reading and discussion of papers will be resumed. 4.30, Close of the business of the meeting. 8.45, Conversation, on the invitation of the Newcastle Law Society, at the Laing Art Gallery in New Bridge-street, the use of which has been kindly granted by the Corporation of Newcastle. The guests will be received from 8.45 to 9 by Mr. and Mrs. Robert Pybus and Mr. and Mrs. Marshall. During the evening there will be a short descriptive lecture on the Roman Wall, with lantern illustrations, by Mr. J. P. Gibson, of Hexham, one of the vice-presidents of the Society of Antiquaries; and illustrations will be given of the ancient folk-music of Northumberland and of the Northumberland small pipes. Carriages may be ordered at 11.



**THURSDAY, 30TH SEPTEMBER.**—The Newcastle Law Society have arranged two alternative excursions. Members wishing to join either of them are requested to fill up the appropriate form and return it to the hon. secretary on or before 1st September.

**EXCURSION NO. 1.—TO THE ROMAN WALL** (as this excursion involves a little walking at intervals—sometimes through long grass and over rough ground—thick boots are desirable).—9.45, A special train will leave the Central Station, Newcastle, for Chollerford, which will be reached about 10.35. The train will stop at Hexham at 10.20 to take up members who reside in that neighbourhood and to set down those (if any) who, rather than proceed to the Roman Wall, would prefer to see Hexham, with its interesting Abbey Church and the neighbouring Moot Hall and Manor Office, which were the ancient Court House and prison of the Archbishops of York, formerly Lords of the Manor of Hexham. Those who wish to return to Newcastle can do so by ordinary train at 12.25, or 2, or 3.31, or 3.44, or 4.55, or 5.32. Those who wish to go west by Carlisle can do so at 1.53, or 3.26, or 5.40, or 6.45. Those who proceed to Chollerford will, by the kind permission of Mrs. Clayton, of Chesters, be conducted over the Roman Station of Cilurnum, which is the most interesting station on the line of the Wall. They will also see the extremely interesting collection of Roman antiquities in the private museum built by the late Mr. Nathaniel George Clayton, who was president of the Newcastle Law Society in 1888, when the Law Society last visited this district. 12.30, Lunch will be provided by the Newcastle Law Society in a tent to be erected near Chesters gates. 1.15, Carriages will leave Chesters gates for the Roman Station of Borcovicus, eight miles to the west. Parts of the Wall, the fortifications at Limestone Bank and the Station of Procolitia, with the Well of Coventina, will be seen on the way. 3, The carriages will arrive at a point on the road about ten minutes' walk from Borcovicus. The party will be conducted over the Station, which possesses some features of great interest, especially the North and West gateways and the Pretorium. 4, Those who wish to see one of the finest remaining parts of the Wall and understand the scheme of its builders should start from the north-west corner of the camp and walk partly on and partly alongside the Wall for about half a mile to the west, and then, leaving the Wall, walk half a mile to the south. They will rejoin the carriages where the road to Bardon Mill leaves the main road. The ground is rather rough. 4.10, The rest of the party will leave Borcovicus and rejoin the carriages at the point where they left them. 5.15, The party will arrive at Bardon Mill, where there is a station on the Newcastle and Carlisle Branch of the North-Eastern Railway. Tea will be provided by the Newcastle Law Society at the Public Hall and, if necessary, at the "Fox and Hounds" Inn. 6.5, A special train will leave Bardon Mill for Newcastle, reaching there about 7.7. It will stop at Hexham at 6.24. Those who wish to go west can leave Bardon Mill by ordinary train at 6.5 p.m., reaching Carlisle at 7.18 p.m. This excursion is available to members of the Law Society and ladies accompanying them, but no member can have more than one lady's ticket. Those who have previously filled up the appropriate form and returned it to the hon. secretary on or before 1st September can obtain railway, lunch and tea tickets at the inquiry office, on Tuesday, 28th September, between 10 a.m. and 4.30 p.m. A short history of the Roman Wall, with illustrations, is contained in the late Dr. Bruce's Handbook (latest edition by Robert Blair, F.S.A., solicitor, South Shields), published by Andrew Reid & Co., Ltd., Newcastle-upon-Tyne; price 2s. 6d. A few copies will be on sale at the inquiry office.

**EXCURSION NO. 2.—TO DURHAM.**—10.5, Visitors will leave the Central Station, Newcastle, by ordinary train, due at Durham at 10.25. They will be met at the north door of the Cathedral at 10.45 by the Dean (the Very Rev. G. W. Kitchen, D.D.), Mr. Ralph Simey (the Clerk of the Peace), Mr. J. G. Wilson (the Under-Sheriff of the county), and by Colonel T. C. McKenzie, the president, Mr. W. A. Ellis, the vice-president, Dr. L. S. Iliff, the hon. treasurer, and Mr. Kelso Storey, the hon. secretary of the Sunderland Law Society, and will be conducted over the Cathedral, the Library, and the Castle, the last now chiefly used as part of the University Buildings. 1.30, The visitors will be entertained at lunch in the Great Hall of the Castle by the Sunderland Law Society and other solicitors in the County of Durham. The chair will be taken by Colonel T. C. McKenzie. Those who have time to spare after lunch are recommended to walk through the woods on both sides of the river, crossing by means of the Prebends' Bridge. They may return to the North-road for the station by a footpath along the west bank of the river without returning to the Castle. Evensong at the Cathedral is at 3.15. Those who wish to return to Newcastle can do so at 2.26, or 3, or 3.40, or 4.35, or 5.4, or 6.22. Those who wish to go south from Durham without returning to Newcastle can do so at 2.5, or 4.19, or 5.5 (changing at Darlington), or 7.36 or 7.44. Visitors are advised to verify these times by referring to time-tables for September. This excursion is available to members of the Law Society and ladies accompanying them, but no member can have more than one lady's ticket. Those who have previously filled up the appropriate form and returned it to the hon. secretary on or before 1st September can obtain railway and lunch tickets at the inquiry office on Tuesday, 28th September, between 10 a.m. and 4.30 p.m. A short history of Durham Cathedral is contained in "An Address" by the Rev. Canon Greenwell, D.C.L., F.R.S., published by Thomas Caldcleugh, Durham; price 1s., in cloth boards 2s. A few copies will be on sale at the inquiry office.

Ample general information is appended as to the sights of Newcastle.

## Obituary.

### Mr. H. Wildey-Wright.

The death is announced of Mr. Henry Wildey-Wright, barrister-at-law, after a long illness. He was the son of a Newcastle vicar and was called to the Bar in 1866, and joined the North-Eastern Circuit, but after practising there for some years, he restricted himself to practice at the Old Bailey and London Sessions, and the Lord Mayor's Court. In 1885 he stood for South Islington in the Conservative interest, but was defeated.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

**EDWARD UPTON and PHILIP WILLIAM POOLE CARLYON-BRITTON**, solicitors (Upton & Britton), 43, Bedford-square, London. June 23. The said Philip William Poole Carlyon-Britton and Mellor Lumb are continuing the said business at 43, Bedford-square aforesaid under the style or firm of Upton, Britton & Lumb. [Gazette, Sept. 3.]

**FREDERICK RICHARD WILLIAM HAYWARD and ERNEST WILLIAM WILKINS**, solicitors, Wolverhampton. June 30. The said Frederick Richard William Hayward will continue the practice at the same address.

**ARTHUR GEORGE HOOPER, ANDREW MARTIN FAIRBAIRN, and OSWALD STOKES HOOPER**, solicitors (Hooper & Fairbairn), Dudley. June 30. The said Andrew Martin Fairbairn and Oswald Stokes Hooper will carry on the business of the old firm of Hooper & Fairbairn under that name at 1, Priory-street, Dudley. [Gazette, Sept. 7.]

#### General.

It is stated that Mr. E. W. Garrett, one of the magistrates at the West London Police Court, has met with an accident in Switzerland, where he is spending his vacation. It is understood that he has sustained a severe injury to his leg, and will not be able to resume his duties in London for two or three months.

There is a lawyer of Cleveland, says the *Central Law Journal*, whose quick wit is said never to desert him, either in the court-room or elsewhere. Not long ago a client entered his office and throwing off his coat, exclaimed irritably, "Why, sir, your office is as hot as an oven." "Why shouldn't it be?" asked the lawyer, smilingly. "It's there that I make my bread."

Sir Samuel H. Strong, who, we believe, was one of the first judges added to the Privy Council to represent the Colonies, died at Ottawa last week. He was a native of Poole, Dorset, but accompanied his father to Canada in 1836. He was called to the Canadian Bar in 1849, was created a Queen's Counsel in 1853, and in 1869 was appointed one of the Vice-Chancellors. In 1875 he became a Puisne Judge in the Supreme Court of Canada, and was subsequently raised to the Chief Justiceship of that Court. In 1897 he was appointed a member of the Judicial Committee of the Privy Council.

Eighty-four years ago to-day (Sept. 3) was born, says the *Evening Standard*, Hardinge Giffard, the first Earl of Halsbury. Nearly sixty years have passed since he was called to the Bar, and four-and-twenty since he first sat upon the Woolsack as Lord Chancellor. Lord Halsbury is descended from one of the most distinguished families in the West of England, and some of his ancestors were knights in Cornwall as far back as the time of Edward I. As a Cornishman, it seemed only right that he should represent Launceston in the House of Commons, and another link which binds him to his old constituency is his office of High Constable of Launceston Castle, which was fortified for Charles I. by Sir Richard Grenville, who was, however, compelled to surrender it to the Parliamentarians.

In charging the Grand Jury at the September Session of the Central Criminal Court, the Recorder said he regretted that the calendar with which they had to deal was a very heavy one. With one exception, it was the heaviest in point of numbers within any reasonable number of years. The number of persons awaiting trial was 167, and there were 136 cases. Although the number was a little less than in September, 1892, which was the heaviest calendar of modern times, in reality the present calendar was very much heavier, for the reason that in 1892 a prisoner could not be called as a witness, but Parliament, in its wisdom, had since enacted that a prisoner was a competent, though not a compellable, witness. They found that in the great majority of cases the prisoner availed himself of the opportunity of going into the witness-box, which obviously prolonged the length of the cases.

The death is announced of Mr. James Weston Leonard, K.C., a well-known South African counsel. He acted as Attorney-General for Cape Colony under two Administrations, but in 1887 went to the Transvaal and eventually settled there. He is said to have been probably the finest speaker South Africa ever produced.

In the House of Commons, on the 2nd inst., Mr. Lane-Fox asked the Prime Minister why the Agricultural Rates Act was, under the Expiring Laws Continuance Bill, only to be renewed for a period of nine months from the date of its expiry, instead of for the longer period for which it had been previously renewed. Mr. Asquith replied that the reason why the Agricultural Rates Act is continued for a shorter period than previously is that it is now proposed to continue it by the Expiring Laws Continuance Bill, instead of by a special Bill confined to that Act alone. It is the custom to continue all Acts continued by the Expiring Laws Continuance Bill only to December 31 in the year succeeding that in which the Expiring Laws Continuance Bill is passed.

## The Property Mart.

### Forthcoming Auction Sales.

Sept. 14.—Messrs. H. E. FOSTER & CRAWFELD, at the Mart, at 2: Absolute Reversions, Life Policies, &c. (see advertisement, back page, this week).

Sept. 29.—Messrs. DAVID BURNETT, SON & BADDELEY, at the Mart: Freehold Business Premises (see advertisement, back page, this week).

## Winding-up Notices.

London Gazette.—FRIDAY, Sept. 3.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**CROYDON CHRONICLE PRINTING AND PUBLISHING CO., LTD (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Sept. 18, to send in their names and addresses, and particulars of their debts or claims, to Arthur Allen Brown, 83, High St., Croydon. Fairbrother, Leadenhall st, solicitor to liquidator.

**EDISON ORN-MILLING SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Oct. 17, to send their names and addresses, and particulars of their debts or claims, to Charles Percival Maw, 546-547, Salisbury House, London wall, liquidator.

**GRIMSHAW, LTD**—Petition for winding up, presented Aug. 31, directed to be heard on Oct. 7. Innes, Manchester, solicitor for petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct. 6.

**STANDARD CONSTRUCTION CORPORATION LTD (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Oct. 17, to send their names and addresses, and particulars of their debts or claims, to Charles Percival Maw, 546-547, Salisbury House, London wall, liquidator.

**TEMPLE FIRE AND ACCIDENT INSURANCE CORPORATION, LTD**—Petition for winding up, presented Aug. 31, directed to be heard on Sept. 16. Oldfields, Walbrook, solicitors for petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Sept. 14.

**W. M. ROBERTS & CO., LTD**—Creditors are required, on or before Sept. 25, to send in their names and addresses, with particulars of their debts or claims, to Evan Abbott, 18, Dinorwic st, Carnarvon, liquidator.

**W. R. KENNEL, LTD (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Oct. 16, to send their names and addresses, and the particulars of their debts or claims, to Robert Stewart, 105, Moorgate Station chambers, liquidator.

London Gazette.—TUESDAY, Sept. 7.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**ATLAS BANKING CORPORATION, LTD**—Petition for winding up, presented Sept. 2, directed to be heard Oct. 13. Rubinstein & Co., Raymond bldgs, Gray's inn, solicitors for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct. 13.

**L. REYNOLDS & CO., LTD**—Creditors are required, on or before Oct. 5, to send their names and addresses, and the particulars of their debts or claims, to Robert Clover, 70, Commercial rd, Portsmouth. Edmonds & Bullin, Portsmouth, solicitors for the liquidator.

**LONDON ASIATIC SYNDICATE, LTD (IN LIQUIDATION)**—Creditors are required, on or before Oct. 20, to send their names and addresses, and particulars of their debts or claims, to Ernest Andrew Jemaway, 63, London wall, liquidator.

**ONE AND ALL MUTUAL INSURANCE ASSOCIATION, LTD**—Petition for winding up, presented Aug. 31, directed to be heard Sept. 23. Langhams, Bartlett's bldgs, Holborn, solicitors to the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Sept. 21.

**S. B. WATTS & CO., LTD (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Sept. 23, to send their names and addresses, and the particulars of their debts or claims, to Arthur B. Collier, 3, York st, Manchester, liquidator.

**TEXAS MEDICINE CO., LTD**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Thomas H. May, 1 and 2, Backersbury, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Sept. 3.

### INDUSTRIAL SUPPLIES, LTD.

CROYDON CHRONICLE PRINTING AND PUBLISHING CO., LTD.

PARINGA MINES, LTD.

MILNER, DAWSON, & CO., LTD.

SHIELDS COLLIER BOX CO., LTD.

HEALTH DAIRY CO., LTD.

NOTTINGHAM BAKERS, LTD.

McGEE & McGEE, LTD.

### TERESA, LTD.

JERRARD'S AUTOMATIC TRACK CLEANERS, LTD.

JAVA EASTERN SYNDICATE, LTD.

KING'S NORTON AND DISTRICT MASTER BUILDERS, LTD.

London Gazette.—TUESDAY, Sept. 7.

### TEXAS MEDICINE CO., LTD.

GILBESLAND SPA HOTEL AND HYDRO CO., LTD.

ALFRED MEAKIN, LTD.

H. DAVIS (BLACKHEATH), LTD.

LONDON ASIATIC SYNDICATE, LTD.

DAVID WILLIAMS (DEBENT), LTD.

BLACKWELL & HANGERSTON, LTD.

ATLANTIC WORKS (LATE MARY WEARING & SON), LTD.

CONNER THEATRE CO., LTD.

GALESDONIA COPPER CO., LTD.

LYONNET (FRANCE), LTD.

COMBETTES MINES, LTD.

W. E. COSTIN, LTD.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 3.

**ADAMS, REV EDWARD LLEWELLYN**, Scarborough Oct 15 W & W S Dra wbridge, 8c borough

**ASHTON, ARTHUR HENRY**, Fyzabad Oudh, India, Executive Engineer Oct 7 Andrew & Co, Great James st, Bedford row

**BIDWELL, WILLIAM HENRY**, Norwich, Clerk Sept 22 Leathes & Co, Norwich

**BRENTON, EMILY ELIZABETH**, Weston super Mare Oct 9 Sturge, Bristol

**BURBROUGH, ELIZABETH**, Galley Wall rd, Bermondsey, Baker Oct 12 Nutt, Tower Bridge rd

**BURTON, WILLIAM ARTHUR**, Small Heath, Birmingham Oct 1 Bagott & Co, Dudley

**CALDWELL, SOPHIA FRANCES**, Bray, Wicklow Sept 30 Nicholl & Co, Howard st, Strand

**CAPELL, GEORGE**, Watford, Herts Oct 1 Camp & Ellis, Watford

**CHARD, SAMUEL CHARLES**, Bridport, Dorset, Grocer Sept 21 Whetham, Bridport

**CHILDS, WILLIAM HENRY**, Swansea, Beer Retailer Sept 27 Gee & Edwards, Swansea

**EAYER, FRANK ALBERT**, Great Crosby, Lancs, Engineer Oct 14 Miller, Liverpool

**FISH, JOSEPH**, Denton, Lancs Oct 11 Drinkwater & Co, Hyde

**GANE, AMY**, Nottingham Sept 10 Simpson & Lee, Nottingham

**GLOVER, CAROLINE**, Cheslyn Hay, Walsall Oct 13 Evans, Walsall

**GRATTON, CATHERINE ANNA**, Chester Sept 30 Laces & Co, Liverpool

**GREEN, WILLIAM**, Swansea Oct 11 Puntan, Swansea

**HALDER, WILLIAM ADDISON**, Trefnyant House, nr Ruabon, Denbigh Oct 12 Thomas & Co, Birmingham

**HAMBLETON, JOSEPH**, Lower Broughton, Lancs Oct 6 Smale, Macclesfield

**HARDY, ISAAC**, Church Broughton, Derby, Shoemaker Oct 6 Smith & Bostock, Derby

**HART, ELIZABETH**, Bridport, Dorset Sept 20 Whetham, Bridport

**HILL, JOHN**, Wellington, Somerset Sept 13 Booker, Wellington

**HOPMANN, HEINRICH PHILIPP**, Liverpool, Cotton Merchant Oct 17 Alsop & Co, Liverpool

**HULETT, CHARLES THOMAS**, Willenhall, Staffs, Licensed Victualler Sept 29 Reed & Reed, Bridgewater

**KINGSMITH, JOHN**, Raunds, Northampton, Boot Manufacturer Oct 9 Burnham & Co, Wellingtonborough

**MACKRIGG, DONALD**, Manchester, Merchant Sept 30 Sutton & Co, Manchester

**MADDIE, JANE**, Bracondale, Norwich Nov 8 Benjamin Bradford Morgan, Upper King st, Norwich

**MARCHANT, SAMUEL JOSHUA**, Cheltenham Sept 30 Billings, Cheltenham

**MARSLAND, JOHN**, Sowerby Bridge, Yorks Oct 6 Jubb & Co, Halifax

**NASH, CHARLES**, Royston, Herts Oct 1 Wortham & Co, Royston

**NEDHAM, EDWARD MONTGOMERY**, Alverstoke, Hants Sept 30 Riekerby, Cheltenham

**NEDHAM, HARRIET**, Bury, Lancs Nov 1 Bullock & Co, Manchester

**REES, Enoch**, Porthcawl, Glam Oct 8 Scale, Maesteg, Glam

**SCADDAY, MATTHEW JAMES**, Buckland, Portsmouth, Builder Sept 29 Beamsdon & Childs, Portsmouth

**SHRELOCK, REV EDGAR**, Bath, Clerk Oct 1 Pearson & Pearson, Kirkby Lonsdale

**SIMMONS, ELIZABETH CONSTANCE MARY**, Maidenhead Sept 23 Kidson & Co, Sunderland

**SOLMON, LOUIS**, Liverpool Oct 16 Ayrton & Co, Liverpool

**STUART, HON FREDERICK**, Milford House, Derby Oct 20 Edowes & Sons, Derby

**SUCKSMITH, JOSEPH**, Shaw, Lancs, Cotton Yarn Salesman Oct 9 Standing & Co, Rochdale

**WARBURTON, ELIZABETH**, Scarborough Oct 15 W & W S Drawbridge, Scarborough

**WEEKS, RICHARD**, Devonport Oct 2 Gard & Co, Devonport

**WHYHAM, PHILIP**, Alderley Edge, Chester, Tea Merchant Oct 14 Jones, Manchester

**WILLAN, JOHN**, Bentham, Yorks, Saddler Sept 22 Thompson & Co, Bentham, nr Lancaster

London Gazette.—TUESDAY, Sept. 7.

**BAXTER, ARTHUR HENRY**, Moseley, Worcester Oct 30 Hooper & Co, Birmingham

**BAXTER, MARIANNE**, Acocks Green, Worcester Oct 30 Hooper & Co, Birmingham

**BRADLEY, EMMA**, Huddersfield Oct 10 Ward & Hirst, Huddersfield

**BRISCOE, JOHN**, Oxford, Surgeon Oct 9 Corser & Son, Shrewsbury

**BUTCHER, ALBERT**, Croydon Oct 25 Kingdon & Co, Lawrence In. Chesapeake

**TAYLOR, EDWIN BUTTERWORTH**, Ancoats, Manchester, General Merchant Oct 14 Welch & Sons, Manchester

**CHILD, CAROLINE MALTILDA**, Colney Hatch in Oct 1 King, St John's sq, Clerkenwell

**CONNER, WALTER WILSON LEROUX**, Hove, Sussex, Barrister Oct 14 Bridgman & Co, College hill, Cannon st

**DAULBY, HENRY**, Hoylake, Chester Oct 15 Toulmin & Co, Liverpool

**EDWARDS, LAVINIA**, Teddington Oct 16 Guscombe & Co, Essex st, Strand

**GREENWOOD, ANN**, Richmond, Surrey Oct 16 Senior & Furbank, Richmond, Surrey

**HARDING, EMMA MARY**, Torquay Oct 1 Hamlyn, Torquay

**HILL, HENRY WORSLEY**, Zanzibar, Africa Feb 1 Burgess & Co, New sq, Lincoln's inn

**HOPSON, HARRIETT**, Chapel st, Woolwich Oct 20 Worrall & Son, Coleman st

**HUMPHREYS, JANE**, Stourport, Worcester Oct 7 Crowther & Boning, Kidderminster

**HUTTON, WILLIAM**, Woking Oct 11 Moscop, Woking



ISAACS, HENRY, Gracechurch st Oct 25 Davis, Moorgate st  
JONES, LOUISA MARY, Criccieth, Carnarvon Oct 9 Owen & Roberts, Carnarvon  
LAWSON, JAMES STONE, Farnworth, nr Bolton Sept 30 Winders, Bolton  
LAYCOCK, SAMUEL WALKER, Kidderminster, Wool Manager Oct 7 Crowther & Boning, Kidderminster  
MILLER, MARGUERITE, Elizabeth, Oakmead rd, Balham Oct 3 Rivers & Milne, Gracechurch st  
MORRIS, JOHN LLOYD, Moss Side, Manchester, Chemist Oct 9 Jones & Co, Manchester  
NUTLAND, JOHN HENRY, All Cannings, Wilts Sept 30 Smith, Melksham  
NUTLAND, EMILY, All Cannings, Wilts Sept 30 Smith, Melksham

PILCHER, MONTAGU SOMES, Hartford st, Mayfair Oct 20 Johnson & Son, Gray's inn sq  
RING, EDWARD WILLIAM GORE, Evershot, Dorset Oct 2 Franchillon, Dursley  
ROBERTS, CHARLOTTE ANNE, Helston, Cornwall Oct 9 Tyacks, Helston, Cornwall  
SCOTT, HANNAH, Lepton, nr Huddersfield Oct 9 Sykes, Huddersfield  
SMALLEY, GEORGE, Hutton, Lancs Sept 30 Edleston & Son, Preston  
THOMAS, JOHN, Maindee, Newport, Mon Oct 1 Evans, Newport, Mon  
TUCKER, GEORGE, Seend, Wilts Sept 30 Smith, Melksham  
WALTER, THEODORA EMMA, Worthing Oct 11 Moon & Co, Lincoln's inn fields  
WILLY, RICHARD, South st, Marylebone, Undertaker Oct 31 Pilley & Mitchell, Bedford row

## Bankruptcy Notices.

London Gazette.—FRIDAY, Sept. 3.  
RECEIVING ORDERS.

BARNES, ARTHUR, Aston New Town, Warwick, Baker Birmingham Pet Aug 30 Ord Aug 30  
BURDETT, HERBERT JOHN, Rugby, Electrical Engineer Coventry Pet Aug 28 Ord Aug 28  
CASPOFSKI, ABRAHAM, Liverpool, Tailor Liverpool Pet Aug 31 Ord Aug 31  
CLARK, THOMAS, Handsworth, Fruit Merchant Birmingham Pet Aug 30 Ord Aug 30  
COCKE, ARTHUR WILLIAM, Orsett, Essex, Miller Chelmsford Pet July 28 Ord Aug 30  
COLE, EDWARD, Melincroft, Neath, Glam, Labourer Neath Pet Aug 30 Ord Aug 30  
CROFT, CHRISTOPHER JAMES, Reading, Druggist Reading Pet Sept 1 Ord Sept 1  
CURTIS, HENRY, Bath, Author High Court Pet July 28 Ord Aug 30  
DOUGHTY, CHARLES JOSHUA, Pentre, Glam, Baker Pontypridd Pet Sept 1 Ord Sept 1  
GROVES, THOMAS JAMES, Sutton Coldfield, Warwick, Boot Dealer Birmingham Pet Aug 27 Ord Aug 27  
HAINES, LUCY ANN, Chesterfield, nr Lichfield, Caterer Birmingham Pet Aug 30 Ord Aug 30  
HALL, JOHN, Torquay, Solicitor Exeter Pet Aug 19 Ord Sept 1  
HARRISON, THOMAS, New Basford, Nottingham, Wheelwright Nottingham Pet Aug 28 Ord Aug 28  
HARTAS, JOHN ROBERT, Gainford, nr Darlington, Sawyer Stockton on Tees Pet Aug 31 Ord Aug 31  
HASKELL, WALTER SINGER, St Leonards, Sussex, Grocer Hastings Pet Sept 1 Ord Sept 1  
HILL, JOSEPH RICHARD, Wollaston, Worcester, Engineer Bournebridge Pet Aug 19 Ord Aug 30  
HOWELL, JOHN EDGAR, Caeharris, Dewlains, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Aug 30 Ord Aug 30  
JENNINGS, H. A., Tewkesbury, Hatter Luton Pet July 21 Ord Aug 31  
JONES, WILLIAM REES, Neath, Glam, Mason Neath Pet Sept 1 Ord Sept 1  
JOSEPH, HYMAN LEOPOLD, Erdington, Coal Merchant Birmingham Pet Aug 31 Ord Aug 31  
MULLING, CHARLES, and ALFRED DIXON, Irlam, Lancs, Builders Salford Pet July 30 Ord Aug 31  
NARSIF, GEORGE, Maida Vale High Court Pet Aug 4 Ord Sept 1  
NIDDEROST, C., Birmingham, Baker Birmingham Pet Aug 28 Ord Aug 31  
PARRY, DAVID, Coedyfarc, Bethesda, Carnarvon, Quarryman Bangor Pet Aug 30 Ord Aug 30  
PAYNE, GEORGE ALFRED, Loughborough, Fishmonger Leicester Pet Aug 30 Ord Aug 30  
RICK, FREDERICK THOMAS, Highbridge, Somerset, Tailor Bridgewater Pet Sept 1 Ord Sept 1  
ROBINSON, WILLIAM, Leeds, General Dealer Leeds Pet Aug 30 Ord Aug 30  
ROWELL, WILLIAM KELL, Felling, Durham, Tailor Newcastle on Tyne Pet Sept 1 Ord Sept 1  
ROST, ARTHUR BERNARD WILLS, Ashford, Middlesex, Dental Surgeon Kingston, Surrey Pet Sept 1 Ord Sept 1  
STEEPS, FRANK HERBERT, Mirfield, Painter Dewsbury Pet Aug 30 Ord Aug 30

TALBOT, CHARLES SIDNEY, Paston, Northampton, Saddler Peterborough Pet Aug 3 Ord Aug 28  
WATSON, JOHN THOMAS, Knaresborough, Yorks, Clerk Yorks Pet Aug 31 Ord Aug 31  
WOOD, CUTBERT EDWARD, Sutton, Surrey, Commercial Traveller Croydon Pet Sept 2 Ord Sept 2

Amended Notice substituted for that published in the London Gazette of Aug 27:

WALLER, WILLIAM HENRY, Rochdale Manchester Pet June 8 Pet Aug 25

Amended Notice substituted for that published in the London Gazette of Aug 31:

HISCOCK, BERTRAM EDWARD, Tredegar, Mon, Boot Dealer Tredegar Pet July 21 Pet Aug 25

### FIRST MEETINGS.

BAGSHAW, JANE, Holymoorside, nr Chesterfield, Innkeeper Sept 21 at 3.30 Angel Hotel, Chesterfield  
BAINBRIDGE, JOSEPH WILLIAM, Nottingham, Licensed Victualler Sept 14 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
CLARK, CHARLES, Little Stanmore, Middlesex, Commission Agent Sept 14 at 3 14, Bedford row  
CURTIS, HENRY, Bath, Author Sept 13 at 11 Bankruptcy bldg, Carey st  
DAY, FREDERICK WILLIAM, Luton, Blocker Sept 13 at 12 Off Rec, Bridge st, Northampton  
DOUGHTY, CHARLES JOSHUA, Pentre, Glam, Baker Sept 13 at 2.30 Off Rec, Post Office chmbrs, Taff st, Pontypridd  
ENGLISH, CHARLES, Aylburton, nr Lydney, Glos, Coal Merchant Sept 13 at 11 Off Rec, 144, Commercial st, Newport, Mon  
GREENFELL, WILLIAM, St Ives, Cornwall, Plumber Sept 13 at 12 Off Rec, Old Minor's Bank, Tiverton  
HARRIS, JACOB, Liverpool, African Merchant Sept 14 at 12 Off Rec, 35, Victoria st, Liverpool  
HARRISON, THOMAS, New Basford, Nottingham, Wheelwright Sept 14 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
HORTON, ALBERT, Pendleton, Lancs, Warehouseman Sept 11 at 11 Off Rec, Byron st, Manchester  
HOWELL, JOHN EDGAR, Caeharris, Dewlains, Merthyr Tydfil, Grocer Sept 14 at 12 Off Rec, County Court, Townhall, Merthyr Tydfil  
IRWIN, JOHN, Cornway Colliery, Durham, Miner Sept 15 at 2.30 Off Rec, 3, Manor pl, Sunderland  
JOWETT, JOHN WILLIAM, Liverpool, schoolmaster Sept 14 at 11 Off Rec, 35, Victoria st, Liverpool  
LANGBURN, ROBERT JEFFREY, Middlesbrough, Labourer Sept 14 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough  
LUXFORD, ROBERT, Upperton, Tillington, Petworth, Licensed Victualler Sept 14 at 11.30 Off Rec, 4, Pavilion bldg, Brighton  
NARSIF, GEORGE, Maida Vale Sept 13 at 12 Bankruptcy bldg, Carey st  
PAYNE, GEORGE ALFRED, Loughborough, Fishmonger Sept 13 at 3 Off Rec, 1, Berridge st, Leicester  
PRINCE, FREDERICK, Cardiff, Tailor Sept 13 at 3 Off Rec, 117, St Mary st, Cardiff  
PYMAN, ERNEST BLANCHARD, West Hartlepool, Motor Dealer Sept 15 at 3 Off Rec, 3, Manor pl, Sunderland

ROBINSON, WILLIAM, Leeds, General Dealer Sept 13 at Off Rec, 24, Bond st, Leeds  
SEATH, G. F., Kingston upon Hull, Timber Agent Sept 11 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull  
SUTTON, ALBERT, Leicester, Boot Manufacturer Sept 13 at 12 Off Rec, 1, Berridge st, Leicester  
SYKES, FRANK HERBERT, Stocks Bank, Mirfield, Painter Sept 13 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury  
VOYCE, HERBERT JOHN, Dudley, Worcester, Maltster Sept 13 at 12 Off Rec, 1, Priory st, Dudley  
WARRING, GEORGE, Boxton Sept 14 at 2.45 Off Rec, Castle chmbrs, 6, Vernon st, Stockport  
WATSON, JOHN THOMAS, Knaresborough, Clerk Sept 14 at 3 Off Rec, The Red House, Duncombe pl, York  
WILSON, JOSHUA, Scarborough, Timber Merchant Sept 13 at 4 Off Rec, 48, Westborough, Scarborough

### ADJUDICATIONS.

BARNES, ARTHUR, Aston New Town, Warwick, Baker Birmingham Pet Aug 30 Ord Aug 30  
BATE, THOMAS FREDERICK, Ribblesdale, Wiltshire, nr Blackburn, Firelighter Manufacturer Blackburn Pet Aug 28 Ord Aug 31  
BHUNGARA, JAMSHERI SOBAJI and NUSSEERWANJI FRAMJI PESTANJI BHUNGARA, London Wall High Court Pet July 5 Ord Aug 30  
BURDETT, HERBERT JOHN, Rugby, Electrical Engineer Coventry Pet Aug 28 Ord Aug 28  
CASPOFSKI, ABRAHAM, Liverpool, Tailor Liverpool Pet Aug 31 Ord Aug 31  
CLARK, THOMAS, Handsworth, Fruit Merchant Birmingham Pet Aug 30 Ord Aug 30  
COLE, EDWARD, Melincroft, Neath, Glam, Labourer Neath and Aberavon Pet Aug 30 Ord Aug 30  
CROFT, CHRISTOPHER JAMES, Reading, Druggist Reading Pet Sept 1 Ord Sept 1  
CUTLER, THOMAS WILLIAM, Queen's sq, Bloomsbury High Court Pet Dec 21 Ord Aug 30  
DOUGHTY, CHARLES JOSHUA, Pentre, Glam, Baker Pontypridd Pet Sept 1 Ord Sept 1  
GROVES, THOMAS JAMES, Sutton Coldfield, Boot Dealer Birmingham Pet Aug 27 Ord Aug 27  
HAINES, LUCY ANN, Chesterfield, nr Lichfield, Caterer Birmingham Pet Aug 30 Ord Aug 30  
HARRIS, JOHN, and WILLIAM HERBERT HARRIS, and FREDY HARRIS, Swinton, Lancs, Joiners Salford Pet July 29 Ord Aug 30  
HARRISON, THOMAS, Nottingham, Wheelwright Nottingham Pet Aug 28 Ord Aug 28  
HARTAS, JOHN ROBERT, Gainford, nr Darlington, Sawyer Stockton on Tees Pet Aug 31 Ord Aug 31  
HASKELL, WALTER SINGER, St Leonards, Sussex, Grocer Hastings Pet Sept 1 Ord Sept 1  
HISCOCK, BERTRAM EDWARD, Tredegar, Mon, Boot Dealer Tredegar Pet July 21 Ord Sept 1  
HOWELL, JOHN EDGAR, Caeharris, Dewlains, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Aug 30 Ord Aug 30  
JONES, WILLIAM REES, Neath, Glam, Mason Neath Pet Sept 1 Ord Sept 1  
KIRBY, WILLIAM, Birmingham, Grocer Birmingham Pet Aug 25 Ord Aug 27  
LLOYD, TREVOR FITZROY, Crown Office row, Temple, Barrister at Law High Court Pet June 4 Ord Aug 30  
LUXFORD, ROBERT, Upperton, Tillington, Petworth, Sussex, Licensed Victualler Brighton Pet Aug 27 Ord Aug 27

# THE LICENSERS INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

MOORE, HENRY GARRETT, HMS Irresistible, Lieutenant, R.N. High Court Pet Feb 15 Ord Aug 30  
 PARRY, DAVID, Hysnewydd, Coedyparc, Bethesda, Carnarvon, Quartermaster Bangor Pet Aug 30 Ord Aug 30  
 PATE, GEORGE ALFRED, Loughborough, Fishmonger Leicester Pet Aug 30 Ord Aug 30  
 RICE, FREDERICK THOMAS, Highbridge, Somerset, Hatter Bridgewater Pet Sept 1 Ord Sept 1  
 ROBINSON, WILLIAM, Leeds, General Dealer Leeds Pet Aug 30 Ord Aug 30  
 ROWELL, WILLIAM BELL, Felling, Durham, Tailor Newcastle on Tyne Pet Sept 1 Ord Sept 1  
 BYRNE, FRANK HARBERT, Miffield, Yorks, Painter Dewsbury Pet Aug 30 Ord Aug 30  
 TOTTMAN, HENRY LEWIS, Barham, Kent, Grocer Rochester Pet Aug 24 Ord Aug 30  
 WATSON, JOHN THOMAS, Knaresborough, Clerk York Pet Aug 31 Ord Aug 31

London Gazette.—TUESDAY, Sept. 7

#### RECEIVING ORDERS.

ARMSTRONG, GEORGE, Manchester, Furniture Dealer Manchester Pet July 21 Ord Aug 31  
 BEDBOROUGH, JOHN, Windsor, Butcher Windsor Pet Sept 4 Ord Sept 4  
 BENT, CHARLES AUGUST, and WILLIAM BENT, King's Heath, Worcester, Metal Dealers Birmingham Pet Sept 4 Ord Sept 4  
 BIDDER, ARTHUR THOMAS, Ilminster, Confectioner Taunton Pet Sept 4 Ord Sept 4  
 BODGER, WILLIAM JOHN, Cardiff, China Dealer Cardiff Pet Sept 1 Ord Sept 1  
 BROWN, ELI, Folesworth, Leicester, Licensed Victualler Leicester Pet Sept 4 Ord Sept 4  
 COOKE, WILFRED, Ilfracombe, Newsagent Barnstaple Pet Sept 3 Ord Sept 3  
 COSTER, MICHAEL, Whitecross st., Fruiterer High Court Pet Sept 2 Ord Sept 2  
 DYER, IRL, Princes st., Hanover sq., Ladies' Outfitter High Court Pet Sept 3 Ord Sept 3  
 EVANS, AZARIAH MORGAN, Penygraig, Glam., Grocer Pontypridd Pet Sept 2 Ord Sept 2  
 FITT, ALFRED, Shipdham, nr Thetford, Norfolk, Blacksmith Norwich Pet Aug 21 Ord Sept 2  
 FLOWERS, J. F. SWANSEA, Picture Frame Maker Swansea Pet Aug 30 Ord Sept 3  
 GRAHAM, W., & SONS, Moon st., Islington, Pianoforte Manufacturer High Court Pet Aug 16 Ord Sept 3  
 HACKNEY, BERNARD BATIGAN, South pl., Finsbury pvt., Barrister High Court Pet July 30 Ord Sept 3  
 HARDY, CHARLES STEWART, Norton, Yorks, Draper Scarborough Pet Sept 2 Ord Sept 2  
 HARRIS, G., Middlesex st., Aldgate, Baker High Court Pet June 19 Ord Sept 3  
 JAMES-MOORE, JOHN HOWARD, Wem, Salop, Farmer Shrewsbury Pet Sept 3 Ord Sept 3  
 KENT, THOMAS GEORGE, Horsted Keynes, Sussex, Farmer Brighton Pet Sept 4 Ord Sept 4  
 NEWBOLD, ALFRED, Melbourne, Derby, Boot Manufacturer Derby Pet Aug 13 Ord Sept 3  
 PATERSON, ELLER, Belvedere, Kent, Clothier High Court Pet Sept 4 Ord Sept 4  
 PRET, ARTHUR THOMAS, Doncaster, Grocer Sheffield Pet Sept 3 Ord Sept 3  
 REEVE, JOHN, Long Sutton, Lincs, Farmer King's Lynn Pet Sept 2 Ord Sept 2  
 RISON, ARTHUR ERNEST, Bradford, Grocer Bradford Pet Sept 3 Ord Sept 3  
 ROBERTS, RICHARD, Coseley, Salop, Tea Dealer Kidderminster Pet Aug 17 Ord Sept 2  
 ROBSON, JOHN DUNCAN, North Shields Newcastle on Tyne Pet Sept 2 Ord Sept 2  
 SHARPE, WILLIAM, Leytonstone, Builder High Court Pet Aug 7 Ord Sept 3  
 SMITH, THOMAS JAMES, Ashchurch, nr Tewkesbury, Glos., Farmer Cheltenham Pet Sept 2 Ord Sept 2  
 STAVES, JOHN, Llanbadrach, Glam., Hauling Contractor Pontypridd Pet Sept 2 Ord Sept 2  
 THOMAS, JOHN ALBERT, Blandford, Dorset, Baker Dorchester Pet Sept 3 Ord Sept 3  
 TURNER, RICHARD HENRY, St George's, nr Wellington, Salop, Licensed Victualler Shrewsbury Pet Sept 3 Ord Sept 2

#### FIRST MEETINGS.

BARNES, ARTHUR, Losells, Aston, Warwick, Baker Sept 16 at 12 Ruskin chambers, 191, Corporation st., Birmingham  
 BEVANT, THOMAS HENRY, Plymouth, Hotel Manager Sept 16 at 12 7, Buckland ter, Plymouth  
 BURDEN, ROBERT WILLIAM, Sheffield Sept 15 at 12 Off Rec, Figgins ln, Sheffield  
 CLARK, THOMAS, Handsworth, Staffs, Fruit Merchant Sept 15 at 12.30 Ruskin chambers, 191, Corporation st., Birmingham  
 COCKS, ARTHUR WILLIAM, Orsett, Essex, Miller Sept 16 at 12 Shirehall, Chelmsford  
 COSTER, MICHAEL, Whitecross st., Fruiterer Sept 16 at 11 Bankruptcy bldgs, Carey st  
 COUTLER, FREDERICK, Wingham, Kent, Butcher Sept 16 at 11.30 Off Rec, 68A, Castle st., Canterbury  
 CROFT, CHRISTOPHER JAMES, Reading, Druggist Sept 15 at 12 14, Bedford row  
 DYER, IRL, Princes st., Hanover sq., Ladies' Outfitter Sept 17 at 11 Bankruptcy bldgs, Carey st  
 EVANS, AZARIAH MORGAN, Penygraig, Glam., Grocer Sept 17 at 11 Off Rec, Post Office chambers, Taft st., Pontypridd

## LIFE INTERESTS AND REVERSIONS

(Absolute or Contingent)

PURCHASED.

Good prices given for approved Securities.

## LOANS GRANTED

Upon Security of Life Interests, Reversions, &c.

## MORTGAGES

Upon first-class business or residential property considered.

BUSINESS CARRIED THROUGH WITHOUT DELAY.

## STAR LIFE ASSURANCE

Proposal Forms  
on  
application.

SOCIETY,

32, Moorgate Street, E.C.

J. DOUGLAS WATSON, F.I.A., Manager and Actuary.

Assets:

£8,500,000

#### ADJUDICATIONS.

GRAHAM, W., & SONS, Moon st., Theberton st., Islington, Pianoforte Manufacturers Sept 15 at 12 Bankruptcy bldgs, Carey st  
 GROVES, THOMAS JAMES, Sutton Coldfield, Warwick, Boot Dealer Sept 15 at 12 Ruskin chambers, 191, Corporation st., Birmingham  
 HACKNEY, BERNARD BATIGAN, South pl., Finsbury pvt., Barrister Sept 16 at 12 Bankruptcy bldgs, Carey st  
 HAINES, LUCY ANN, Birmingham, Caterer Sept 16 at 11.30 Ruskin chambers, 191, Corporation st., Birmingham  
 HARDY, CHARLES STEWART, Norton, Yorks, Draper Sept 15 at 4 Off Rec, 48, Westborough, Scarborough  
 HARRIS, G., Middlesex st., Aldgate, Baker Sept 17 at 12 Bankruptcy bldgs, Carey st  
 HARTAS, JOHN ROBERT, Gainford, nr Darlington, Sawyer Sept 15 at 11.30 Off Rec, Court chambers, Albert rd., Middlesbrough  
 HASKELL, WALTER SINGER, St Leonard's, Grocer Sept 15 at 11 County Court Office, 24, Cambridge rd., Hastings  
 JAMES-MOORE, JOHN HOWARD, Wem, Salop, Farmer Sept 18 at 12 Law Society's Room, College hill, Shrewsbury  
 JOSEPH, HYMAN LEOPOLD, Erdington, Warwick, Coal Merchant Sept 16 at 12.30 Ruskin chambers, 191, Corporation st., Birmingham  
 KIBBY, WILLIAM, Birmingham, Grocer Sept 15 at 11.30 Ruskin chambers, 191, Corporation st., Birmingham  
 NEWMAN, JESSE, Rugby, Fruiterer Sept 17 at 3.15 Off Rec, 8, High st., Coventry  
 NIDRHOOT, C., Birmingham, Baker Sept 17 at 11.30 Ruskin chambers, 191, Corporation st., Birmingham  
 PARTIDGE, EDWIN, Pontypool, Baker Sept 15 at 11 Off Rec, 144, Commercial st., Newport, Mon  
 PATTENSON, ELLER, Belvedere, Kent, Clothier Sept 15 at 12 Bankruptcy bldgs, Carey st  
 RICE, FREDERICK THOMAS, Highbridge, Somerset, Hatter Sept 15 at 11.30 Off Rec, 30, Baldwin st., Bristol  
 RISON, ARTHUR ERNEST, Bradford, Grocer Sept 16 at 11 Off Rec, 12, Duke st., Bradford  
 ROBSON, JOHN DUNCAN, North Shields Sept 15 at 11.30 Off Rec, 30, Mosley st., Newcastle on Tyne  
 ROWELL, WILLIAM BELL, Felling, Durham, Tailor Sept 15 at 11 Off Rec, 30, Mosley st., Newcastle on Tyne  
 RUST, ARTHUR BERNARD WILLS, Ashford, Middlesex, Dental Surgeon Sept 15 at 11 152, York rd., Westminster Bridge  
 SHARPE, WILLIAM, Leytonstone, Builder Sept 16 at 12 Bankruptcy bldgs, Carey st  
 SPENCER, THOMAS, Burnley, Lancs, Boot Dealer Sept 16 at 11.15 Off Rec, Byrom st., Manchester  
 STEVENS, JOHN, Llanbadrach, Glam., Hauling Contractor Sept 17 at 11.30 Off Rec, Post Office chambers, Taft st., Pontypridd  
 TOWNSEND, OLIVER CROMWELL, Rugby, Manufacturer Sept 16 at 3.30 Off Rec, 8, High st., Coventry  
 TURNER, RICHARD HENRY, St George's, nr Wellington, Salop, Licensed Victualler Sept 18 at 11.30 Off Rec, 22, Swan hill, Shrewsbury  
 WOOD, CUTHBERT EDWARD, Sutton, Surrey, Commercial Traveller Sept 16 at 11.30 132, York rd., Westminster Bridge

ARMSTRONG, GEORGE, Manchester, Furniture Dealer Manchester Pet July 21 Ord Sept 9  
 BATTER, FRANK CHARLES, Ironmonger Row, Old st., Traveller High Court Pet June 31 Ord Sept 1  
 BEDBOROUGH, JOHN, Windsor, Butcher Windsor Pet Sept 4 Ord Sept 4  
 BIDDER, ARTHUR THOMAS, Ilminster, Somerset, Confectioner Taunton Pet Sept 4 Ord Sept 4  
 BODGER, WILLIAM JOHN, Cardiff, China Dealer Cardiff Pet Sept 1 Ord Sept 1  
 BRANDON, ERNEST AUGUST, Devonshire chambers, Bishopsgate st., Manufacturers' Agent High Court Pet July 23 Ord Sept 2  
 BROWN, ELI, Folesworth, Leicester, Licensed Victualler Leicester Pet Sept 4 Ord Sept 4  
 COOKE, WILFRED, Ilfracombe, Newsagent Barnstaple Pet Sept 3 Ord Sept 3  
 COSTER, MICHAEL, Whitecross st., Fruiterer High Court Pet Sept 2 Ord Sept 2  
 DYER, IRL, Princes st., Hanover sq., Ladies' Outfitter High Court Pet Sept 3 Ord Sept 3  
 EVANS, AZARIAH MORGAN, Penygraig, Glam., Grocer Pontypridd Pet Sept 2 Ord Sept 2  
 FITT, ALFRED, Shipdham, nr Thetford, Norfolk, Blacksmith Norwich Pet Aug 21 Ord Sept 4  
 GOURAUD, GEORGE EDWARD, Brighton High Court Pet July 15 Ord Sept 3  
 HARDY, CHARLES STEWART, Norton, Yorks, Draper Scarborough Pet Sept 2 Ord Sept 2  
 HILLIER, WILLIAM EDWARD, Gosset st., Bethnal Green, Carman High Court Pet July 30 Ord Sept 1  
 JAMES-MOORE, JOHN HOWARD, Wem, Salop, Farmer Shrewsbury Pet Sept 3 Ord Sept 3  
 KNOWLES, ALFRED GOODWIN, Walthamstow, Provision Merchant High Court Pet July 30 Ord Sept 2  
 LEWIS, THOMAS HAMILTON, Long Acre, Engineer High Court Pet July 30 Ord Sept 2  
 MILLWARD, EDGAR WILLIAM, Swanage, Dorset, Grocer Poole Pet Aug 30 Ord Sept 3  
 NEWBOLD, ALFRED, Melbourne, Derby, Boot Manufacturer Derby Pet Aug 13 Ord Sept 3  
 PALMER, GEORGE STUART, Bromley, Kent High Court Pet Feb 15 Ord Sept 2  
 PRET, ARTHUR THOMAS, Doncaster, Grocer Sheffield Pet Sept 3 Ord Sept 3  
 REEVE, JOHN, Long Sutton, Lincs, Farmer King's Lynn Pet Sept 2 Ord Sept 2  
 RISON, ARTHUR ERNEST, Bradford, Grocer Bradford Pet Sept 3 Ord Sept 4  
 SEATH, G. F., Kingston upon Hull, Timber Agent Kingston upon Hull Pet July 19 Ord Sept 3  
 SMITH, THOMAS JAMES, Ashchurch, nr Tewkesbury, Glos., Farmer Cheltenham Pet Sept 2 Ord Sept 2  
 SPENCER, THOMAS, Burnley, Boot Dealer Burnley Pet Aug 6 Ord Sept 2  
 STEVENS, JOHN, Llanbadrach, Glam., Hauling Contractor Pontypridd Pet Sept 2 Ord Sept 2  
 THOMAS, JOHN ALBERT, Blandford, Dorset, Baker Dorchester Pet Sept 3 Ord Sept 2  
 VENNINO, ARTHUR, Bude, Cornwall, Steam Laundry Proprietor Barnstaple Pet Aug 10 Ord Sept 2  
 WRIGHT, JOSEPH, New North rd., Essex rd., Boot Dealer High Court Pet July 23 Ord Sept 2